IN THE HIGH COURT OF PUNJAB AND HARYANA AT

CHANDIGARH

Civil Revision No. 1779 of 1985

Date of Decision: 1.11.2006

Punjab Financial Corporation

Petitioner

Versus

M/s Shree Ganesh Oil Mills and others

Respondents

CORAM:- **HON'BLE MR. JUSTICE JASBIR SINGH**

Present: **Shri Arun Nehra, Advocate for the petitioner**
Shri J.R.Mittal, Sr. Advocate with
Shri Kashmir Singh, Advocate for the respondents

Jasbir Singh, J. (Oral)

On the basis of a judgment, dated 7.12.1978, the petitioner filed an execution application, which was dismissed, having been satisfied, vide order dated 8.4.1985. Feeling dissatisfied, the petitioner has come in revision petition, against that order.

It is contention of counsel for the petitioner that decretal amount, still remains to be recovered from the respondent and the Court without looking into that aspect of the matter, has dismissed its application without any justification.

Perusal of record reveals that the petitioner filed an application under Section 31 of the State Financial Corporation Act, 1951, against the respondent, which was allowed on the basis of compromise, on 7.12.1978. Relevant portion of the order passed by the Court reads thus:-

> "*Both the parties having arrived at a compromise, their statements were recorded on 5.12.1978. They both affirmed the compromise, the terms whereof are embedded in the compromise-deed (Ex.PA) to be correct. As per that compromise it was agreed upon that the respondents Nos.2 and 3namely Chuhar Chand & Satya Devi, alone would pay the total amount of Rs.245970.64 paise inclusive of interest payable by M/s Shree Ganesh Oil Mills, Goniana Mandi (respondent No.1) to the petitioner, namely, Punjab Financial Corporation by instalments, first of which of Rs.30000/- would be payable by them on or before 1.1.79, second of the same amount by 1.12.79, and the third of the same amount on or before 1.6.80 and so on, in the manner set out in Ex.P.A. till the whole amount has been paid off and that in case of default in payment of payment in any of the instalments, the entire amount then due shall be recoverable forthwith."*

Perusal of the passage extracted above, clearly indicates that the respondents were to pay an amount of Rs.2,45,970.64 inclusive of interest payable in future also. No doubt, the judgment, referred to above, was passed on the basis of compromise Ex.PA, however, while passing the order, no reference has been made that the Corporation shall be entitled to recover any further amount. It is not in dispute that instead of the amount, referred to above, the respondent has paid an amount of Rs.2,79,905/- to the

petitioner. If the petitioner has incurred any incidental charges, the excess amount paid will definitely cover the same. Contention of counsel for the petitioner that there is some clerical error in calculating the amount, is not appreciable at this stage, as the same is not borne out from the records. No case is made out for interference.

Dismissed.

November 01, 2006 **(Jasbir Singh)**
gk **Judge**